STATE OF DELAWARE

THIS COPY IS FOR INFORMATION ONLY. YOU MUST PURCHASE THE PROPOSAL IN ORDER TO SUBMIT A BID.

DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT **DOT1404-MOWING_SAREA4**

MOWING SOUTH AREA 4, FY 2014-2016

SUSSEX COUNTY

ADVERTISEMENT DATE: February 4, 2014

Completion Date 1095 Calendar Days

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2001

Bids will be received in the Bidder's Room (B1.11.01), Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time February 25, 2014

Contract No. DOT1404-MOWING_SAREA4

MOWING SOUTH AREA 4, FY 2014-2016
SUSSEX COUNTY

LOCATION AND DESCRIPTION

These improvements are located in SUSSEX COUNTY. The improvements consist of furnishing all equipment, labor and materials for MOWING SOUTH AREA 4, FY 2014-2016, in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION DATE

All work on this contract must be complete within 1,095 Calendar Days .

PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.

2. The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; http://www.deldot.gov/information/business/, or you may request a copy by calling (302) 760-2555.

3. This contract shall conform to Delaware Department of Transportation Standard Specifications dated August 2001 as amended by the Supplemental Specifications, the Special Provisions, the most recent Standard Construction Details, and the accompanying plan notes.

4. The duration of this contract is three (3) twelve-month periods, beginning upon contract execution.

5. **INSURANCE:** The following minimum insurance is necessary at the contractors expense:

   Automobile Liability coverage - the minimum limits of liability shall be $250,000 per person and $500,000 per occurrence of bodily injury and $100,000 per occurrence of property damage. In the event a combined single limit policy is in force, a limit of liability of $500,000 will be deemed to meet this requirement.

   General Liability coverage - the minimum limits of liability shall be $300,000 bodily injury and $100,000 property damage. Combined single limit of $400,000 meets the requirement.

   Worker's Compensation-statutory limits with $100,000 limit of liability for employer's liability.

   The contractor shall furnish proof of such coverage to the Department and the contractor shall hold harmless the State of Delaware, the Department, its employees and/or agents as a result of operations performed under this agreement. The contractor shall furnish proof of insurance with the execution of this contract. Proof of insurance for the final two years of this contract should be sent to the following address:

   DEPARTMENT OF TRANSPORTATION
   CONTRACT ADMINISTRATION
   800 BAY ROAD
   DOVER, DELAWARE 19901

   And labeled "Proof of Insurance: Contract No. **DOT1404-MOWING_SAREA4** .

   Note: The State of Delaware shall not be named as an additional insured.

STATE OF DELAWARE
CONSTRUCTION ITEMS UNITS OF MEASURE

English Code	English Description	Multiply By	Metric Code	Metric Description	Suggested CEC Metric Code
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m^3	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m^3	Cubic Meter	M3
EA-DY	Each Day	N/A	EA-DY	Each Day	EA-DY
EA-MO	Each Month	N/A	EA-MO	Each Month	EA-MO
EA/NT	Each Night	N/A	EA-NT	Each Night	EA/NT
EACH	Each	N/A	EA	Each	EACH
GAL	Gallon	3.785	L	Liter	L
HOUR	Hour	N/A	h	Hour	HOUR
INCH	Inch	25.4	mm	Millimeter	MM
L.F.	Linear Foot	0.3048	m	Linear Meter	L.M.
L.S.	Lump Sum	N/A	L.S.	Lump Sum	L.S.
LA-MI	Lane Mile	1.609	LA-km	Lane-Kilometer	LA-KM
LB	Pound	0.4536	kg	Kilogram	KG
MFBM	Thousand Feet of Board Measure	2.3597	m^3	Cubic Meter	M3
MGAL	Thousand Gallons	3.785	kL	Kiloliter	KL
MILE	Mile	1.609	km	Kilometer	KM
S.F.	Square Foot	0.0929	m^2	Square Meter	M2
S.Y.	Square Yard	0.8361	m^2	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m^2-25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

CLARIFICATIONS:

Under any Section or Item included in the Contract, the Contractor shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details and notes on the Plans and in the paragraphs preceding the " Basis of Payment" paragraph in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

ATTESTING TO NON-COLLUSION:

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

QUANTITIES:

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price.

PREFERENCE FOR DELAWARE LABOR:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (4)b

"In the construction of all public works for the State or any political subdivision thereof, or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section."

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (7)

"a. As a condition of the awarding of any contract for public works financed in whole or in part by State appropriation, such contracts shall include the following provisions:

`During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The contractor will take positive steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.'

TAX CLEARANCE:

As payments to each vendor or contractor aggregate $2,000, the Division of Accounting will report such vendor or contractor to the Division of Revenue, who will then check the vendor or contractor's compliance with tax requirements and take such further action as may be necessary to insure compliance.

LICENSE:

A person desiring to engage in business in this State as a contractor shall obtain a license upon making application to the Division of Revenue. Proof of said license compliance to be made prior to, or in conjunction with, the execution of a contract to which he has been named.

DIFFERING SITE CONDITIONS,

SUSPENSIONS OF WORK and SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract of if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set fourth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

Significant changes in the character of work: The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SUPPLEMENTAL SPECIFICATIONS TO THE AUGUST 2001 STANDARD SPECIFICATIONS

EFFECTIVE AS OF THE ADVERTISEMENT DATE OF THIS PROPOSAL AND INCLUDED BY REFERENCE

The Supplemental Specifications can be viewed and printed from the Department's Website.

To access the Website;
- in your internet browser, enter; http://www.deldot.gov
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is;
http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.

SPECIAL PROVISIONS

CHANGES TO PROJECT DOCUMENTS DURING ADVERTISEMENT

1. PRINTED PLANS AND SPECIFICATIONS NOT AVAILABLE FROM DELDOT.

The Department is not providing printed plans or specifications for this project. Bidders must contact the Department in order to receive a CD that contains all bid documents. Bidders are able to use the CD to print the plans and specifications, or have them printed from the Website. While the plans and specifications are available on-line at DelDOT's Website, the Website bid documents are not authorized for submitting bids, and the Website documents are marked as such. To receive required bid Documents on a CD, contact:

Contract Administration
Delaware Department of Transportation
P.O. Box 778, Dover, DE 19903
e-mail: dot-ask@state.de.us
Phone: (302) 760-2030
FAX: (302) 739-2254

The Department is providing a printed set of plans and specifications available for viewing in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware, Monday through Friday excluding holidays from 8:00A.M. through 4:15 P.M..

2. QUESTIONS AND ANSWERS

All questions pertaining to this project are to be submitted to the following e-mail address:

dot-ask@state.de.us

Questions and Answers will be dated and posted periodically on Delaware's Bid Solicitation Directory Website located at: http://www.bids.delaware.gov/

The final Questions and Answers will be posted no later than the end of the day, two working days prior to the bid date.

All Questions and Answers posted by the Department on the above Website are included by reference and become part of the contract documents. The awarded bidder will receive a hard copy of the final posted Questions and Answers.

Potential bidders that do not have access to the internet may contact Jim Hoagland, Contract Services Administrator, by telephone at (302) 760-2036 to make other arrangements.

NOTE: There is space provided on the CERTIFICATION page to insert the Posted Date of the final Questions and Answers. The Final Posted Date is the latest Posted Date of the Questions and Answers one day prior to Bid Date. This final Posted Date must be submitted on the Certification page.

3. ADDENDA

The Department is not providing printed Addendums, if issued, for this project. **All addendums will be posted on the Department's Website, and are included by reference and become part of the contract documents**. It is the responsibility of the bidder to check the Website as needed. If there are Addendums issued, the final Addendum will be posted no later than the end of the day, two working days prior to the bid date.

NOTE: There is space provided on the CERTIFICATION page to insert each issued Addendum and the date you acknowledge receipt of the addendum. Each Addendum number and date acknowledged must be submitted on the Certification page.

CONSTRUCTION ITEM NUMBERS

All construction pay items are assigned a six (6) digit number, shown as Item Number on the Plans and/or in the Special Provisions, and shall be interpreted in accordance with the following:

Standard Item Number:

The first three digits of the construction item numbers indicates the Section number as described in the Standard Specifications, and all applicable requirements of the Section shall remain effective unless otherwise modified by the Special Provisions. The last three digits of the construction item identifies the item by sequential number under that Section. Sequential numbers for all items covered under Standard Specifications range from 000 to 499. A comprehensive list of construction item numbers begins on page 421 of the Standard Specifications. Additions to this list will be made as required.

Special Provisions Item Number:

The first three digits of the construction items, covered under Special Provisions, indicates the applicable Section number of the Standard Specifications, and shall be governed fully by the requirements of the Special Provisions. The last three digit of the items covered under Special Provisions identifies the item by sequential number. Sequential numbers for Special Provision items, range from 500 to 999.

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

736500 - MOWING ROADSIDE
736501 - MOWING MEDIAN
736502 - MOWING

Description:

This work consists of mowing roadside, median, and/or any designated areas to a height between approximately 4″ (100 mm) and 6″ (150 mm), unless otherwise indicated on the Plans, and in accordance with the locations, notes on the Plans and/or as directed by the Engineer.

Equipment:

Equipment used for mowing operations shall be mechanical, and shall be sufficiently equipped with safety devices to protect the operator, motorists, and pedestrians from moving hazards, and shall have prior approval of the Engineer. Hand mowing shall be performed on inaccessible areas at the direction of the Engineer.

Method of Measurement:

The quantity of mowing will be measured in linear feet (linear meters) of Mowing Roadside and/or Mowing Median, and in acres (hectares) for other designated areas.

Measurement for Mowing Roadside, shall be made along the approximate center line of the adjacent pavement for mowing areas between the right of way and pavement.

Measurement for Mowing Median shall be made along the approximate center line of the median area to be mowed.

No measurements shall be made for mowing traffic separation islands in intersections.

Basis of Payment:

The quantity of Mowing Roadside and/or Mowing Median, will be paid for at the Contract unit price per linear foot (linear meter) bid "Mowing Roadside" and/or "Mowing Median", and Contract unit price per acre (hectare) for "Mowing", as specifically applicable to this Contract. Price and payment shall constitute full compensation for all labor, tools, equipment, fuels, lubricants, safety devices, necessary traffic controls, location moves, and incidentals necessary for the performance of the work.

Mowing of traffic separation islands in intersections shall not be paid for separately, but are considered incidental to Mowing Roadside or Mowing Median.

For new construction contracts, there shall be no payment for the final clean up mowing as required in Subsection 104.13 of the Standard Specifications.

1/11/02

763563 - PERFORMANCE AND PAYMENT BOND

Description:

Performance and Payment Bond shall be paid to compensate the cost of bonding the Contract in accordance with Subsection 103.05 of the Standard Specification.

Method of Measurement:

The Contractor shall be paid the total cost of bond necessary for the contract once the Contract is executed.

Basis of Payment:

The payment for the item at the Contract unit price per Lump Sum bid for "Performance and Payment Bond", which price and payment shall be full compensation. The payment for the Performance and Payment Bond will be included on the first estimate following the Contractor's submission of acceptable verification of actual cost.

6/12/98

PLAN NOTES
AND
BID FORMS

STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

MAINTENANCE SUPPORT – SOUTH DISTRICT

PLANS AND SPECIFICATIONS FOR:

CONTRACT NO: **DOT1404-MOWING_SAREA4**

CONTRACT TITLE: **ROADSIDE MOWING, AREA 4, SOUTH DISTRICT, 2014-2016**

PLANS PREPARED BY: **TIM PHILLIPS (DESIGN TECHNICIAN)**

PLANS REVIEWED BY: _____ **DATE:** 1/24/14
MAINT.SUPPORT SUPERVISOR

DATE RECOMMENDED: 01.24.14 ASSISTANT MAINT. ENGINEER:	JASON K. MCCLUSKEY LICENSED No. 16272 DELAWARE PROFESSIONAL ENGINEER
DATE RECOMMENDED: 1-24-14 MAINTENANCE ENGINEER:	ALASTAIR PROBERT REGISTERED No. 13700 DELAWARE PROFESSIONAL ENGINEER
DATE RECOMMENDED: 1/24/14 SOUTH DISTRICT ENGINEER:	JEFFREY S. REED REGISTERED No. 7854 DELAWARE PROFESSIONAL ENGINEER

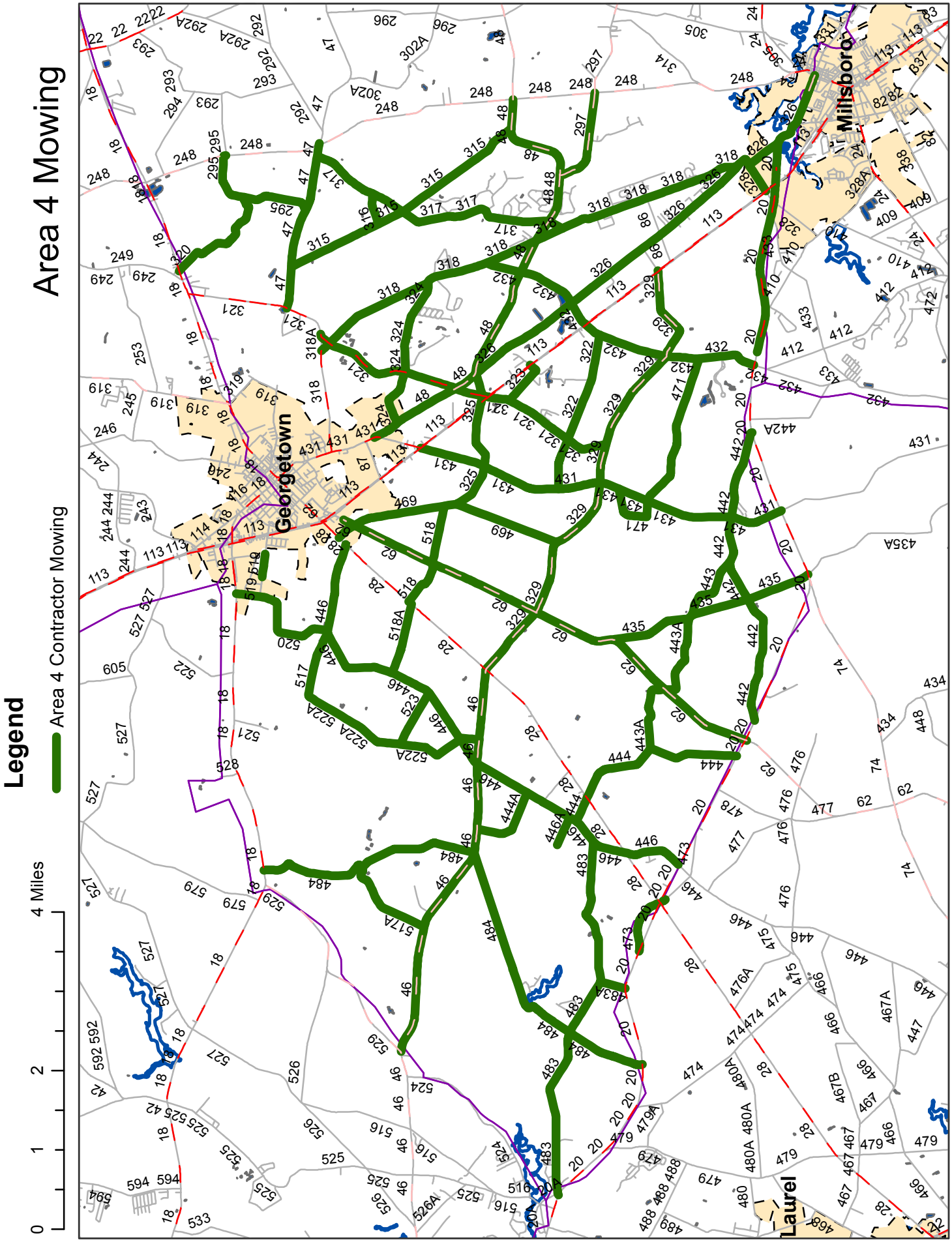
ROADSIDE MOWING, AREA 4, SOUTH DISTRICT, 2014-2016

Road Number	Begin	Begin MP	End	End MP	Center Line Miles	Right of Way Width (Feet)	Total Road Width (Feet)	Total Cut Width (Feet)	Mowing Acreage
3-00020	432	14.94	326	17.81	2.87	60	42	18	6.26
3-00046	529	5.53	28	10.64	5.11	50	20	30	18.58
3-00047	321	0	248	2.13	2.13	60	20	40	10.33
3-00048	431	0	248	5.65	5.65	55	21	34	23.28
3-00062	20	11.67	113	17.59	5.92	60	21	39	27.99
3-00295	47	0	248	1.55	1.55	50	18	32	6.01
3-00297	48	0	248	1.25	1.25	40	22	18	2.73
3-00315	47	0	48	3.3	3.30	50	18	32	12.80
3-00316	315	0	317	0.39	0.39	50	18	32	1.51
3-00317	318	0	47	3.47	3.47	50	18	32	13.46
3-00318	326	0	318A	5.85	5.85	50	18	32	22.69
3-00320	295	0	18	1.47	1.47	40	10	30	5.35
3-00321	329	0	318A	4.02	4.02	50	20	30	14.62
3-00322	431	0	432	2.03	2.03	50	20	30	7.38
3-00323	113	0	321	0.58	0.58	50	18	32	2.25
3-00324	48	0	318	1.95	1.95	50	19	31	7.33
3-00325	469	0	326	1.86	1.86	50	19	31	6.99
3-00326	24	0	48	5.98	5.98	50	20	30	21.75
3-00328	326	0.87	113	1.27	0.40	50	20	30	1.45
3-00329	28	0	113	6	6.00	50	19	31	22.55
3-00431	20	4.41	113	9.2	4.79	60	24	36	20.90
3-00432	20	3.24	318	7.07	3.83	50	21	29	13.46
3-00435	62	0	20	2.65	2.65	50	20	30	9.64
3-00442	20	0	20	3.86	3.86	50	19	31	14.50
3-00443	435	0	442	0.89	0.89	50	19	31	3.34
3-00443A	444	0	435	2.03	2.03	50	20	30	7.38
3-00444	446	0	20	2.56	2.56	30	19	11	3.41
3-00444A	46	0	446	0.96	0.96	30	19	11	1.28
3-00446	20	4.38	28	11.22	6.84	30	19	11	9.12
3-00446A	46	0	END	0.71	0.71	50	20	30	2.58
3-00469	329	0	28	2.94	2.94	40	18	22	7.84
3-00471	431	0	432	2.78	2.78	50	19	31	10.45
3-00473	28	0	20	0.72	0.72	50	19	31	2.71
3-00483	20	0	446	4.73	4.73	50	19	31	17.77
3-00483A	20	0	483	0.31	0.31	50	18	32	1.20
3-00484	20	0	18	6.62	6.62	50	19	31	24.88
3-00517	520	0	522A	0.83	0.83	50	20	30	3.02
3-00517A	484	0	46	1.2	1.20	50	19	31	4.51
3-00518	28	0	469	1.33	1.33	50	19	31	5.00
3-00518A	446	0	28	0.9	0.90	30	20	10	1.09
3-00519	Town Limits	0.25	Town Limits	0.54	0.29	50	30	20	0.70
3-00520	446	0	18	1.55	1.55	50	19	31	5.82
3-00522A	517	0	46	2.45	2.45	50	20	30	8.91
3-00523	446	0	522A	0.73	0.73	50	19	31	2.74
								Area 4 Total	417.56
							*	-10%	41.76
								Total Acreage per cut:	**375.81**
								Yearly Total (4 Cuts)	1503.23
								Contract Total (3 YR)	4509.70

Acreage is listed for reference only. See METHOD OF MEASUREMENT and BASIS OF PAYMENT for futher information.

*10 percent of the total acreage is deducted due to areas that do not require contractor mowing, such as entrances and areas mowed by property owners.

Area 4 Mowing



ROADSIDE MOWING, AREA 4, SOUTH DISTRICT, 2014-2016

PROJECT NOTES

INTENT:

It is the intent of this contract to provide for the mowing of vegetation on road shoulders on various roads over three (3), twelve-month periods.

GENERAL:

The following clauses relate to roadside mowing in the South District.

Whenever the word "Contractor" is used, it shall refer to the person or persons, company or corporation furnishing the services required.

In case of failure on the part of the Contractor to comply with the terms of the contract, Maintenance and Operations may proceed to take appropriate action in accordance with the provisions of the Contract Agreement contained herein.

Questions related to actual locations in the field should be directed to the South District Maintenance Engineer (Phone: 302-853-1305) after final contract execution. Questions pertaining to specific contract requirements prior to award should be submitted via email to DelDOT Contract Administration at dot-ask@state.de.us or by phone at (302) 760-2030.

SPECIFICATIONS:

The Specifications entitled "Delaware Standard Specifications, August, 2001," hereafter referred to as the Standard Specifications and the Special Provisions contained herein, shall govern the work to be performed under this contract.

The Special Provisions represent modifications and revisions to the Standard Specifications and whenever the Special Provisions differ from the Standard Specifications, these Special Provisions shall govern.

DURATION OF CONTRACT:

The duration of this contract is three (3), twelve-month periods beginning on the date that the Notice to Proceed is issued for this contract.

EXTENSION OF CONTRACT:

The Department reserves the right to extend this contract in 12-month intervals with the approval of the contractor. The price per acre shall remain the same as that bid for the third year of the contract.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

CANCELLATION:

Failure to complete the 1st, 3rd, or 4th mowing cycle within ten days after the respective completion date may result in termination of the contract by the Department. Failure to complete the 2nd mowing cycle by June 27th may result in termination of the contract by the Department. Termination of the contract shall be at the sole discretion of the District Maintenance Engineer. In the event of such cancellation, the Department's sole responsibility for payment shall be for that work which is satisfactorily completed on the termination date.

Liquidated damages shall accrue for that period between the end of the mowing cycle, and the date that the contract is terminated by the Department, in accordance with the section entitled Liquidated Damages of these Special Provisions.

MAINTENANCE OF TRAFFIC (MOT):

Traffic shall be maintained along the route of the project. The contractor shall provide and maintain ingress and egress for properties adjoining the work area. Activities that may temporarily interfere with property access shall be coordinated in advance with the property owner.

Work shall be performed in a manner that will ensure the least practical obstruction to traffic, consistent with safety standards and shall comply with the latest edition of the manual entitled "Delaware Manual of Uniform Traffic Control Devices (MUTCD)", including revisions in effect at the time of advertisements for bids, here after referred to as the Traffic Control Manual.

All Traffic Control Devices shall be in new or refurbished condition; shall be in compliance with the Traffic Control Manual and with the NCHRP Report 350 as defined in section 'A' of the Traffic Control Manual and shall be approved by the engineer before installation. Traffic control devices shall be maintained in good condition for the duration of use.

No equipment, gas or fuel can be stored within 30 feet of the roadway.

SIGNS:

All MOT devices shall comply with the Traffic Control Manual, and shall be installed in accordance with Case TA-1A of the Traffic Control Manual.

The contractor shall utilize “MOWING AHEAD” and “END MOWING” signs to alert motorists of the mowing activity.

Payment for signs, standards and appropriate installation of such required equipment shall be incidental to the item "MOWING" of these Special Provisions.

EQUIPMENT:

Medium-duty tractor (2 or 4-wheel drive) with 3-point hitch or other suitable mower mount, as determined by the Engineer, with a minimum net engine horsepower of 50 and registered and licensed with the Division of Motor Vehicles, as required by law. Mower(s) shall be capable of mowing any slope within the limits of the right of way.

Tractor Mower: The tractor shall be equipped with the following safety devices:

- One set of turn signals with an auxiliary switch that will enable all four signals to be operated simultaneously.
- One set of headlights and tail lights.
- One set of stoplights.
- Slow Moving Vehicle symbol, clearly visible.
- One or more amber revolving or flashing (strobe) light(s), visible front and rear for a distance of 500 feet, as determined by the Engineer.

Install headlights, taillights, stop lights and turn signals to meet State Motor Vehicle Code Requirements for Light Trucks.
Mower or mowers shall be designed to mow a minimum 5-foot swath and be of a flail, disc or rotary design with P.T.O. pump or direct-driven blade assembly.

MOWING, GENERAL NOTES:

All roadside vegetation shall require mowing to a maximum height of 6 inches. The Contractor shall mow continuously once mowing on a specified cycle starts in order to complete the cycle by the specified completion date.

The contractor shall be required to trim around telephone poles, electric poles, signposts, guardrail posts, delineator posts and standards as an incidental part of this item. Grass around these obstacles shall not exceed six inches (6") in height. At the contractor's discretion, trimming may be accomplished by mechanical means or through the use of herbicide(s).

If the contractor opts to utilize herbicides to control grass around such obstacles, he shall submit current label(s) and Safety Data Sheets representing the herbicide(s) he intends to use, along with his intended rate(s) of application. The Contractor must abide by any and all federal, state and local guidelines regarding application of herbicides.

Herbicides shall be applied around signposts so as to create a treated area with a radius of one foot (1') around the obstacle. For multiple post signs and guardrail posts, the application
shall be continuous between the posts, extending one foot (1') to either side of the signboard and one foot (1') beyond the outside posts.

MOWING CYCLES

The Department reserves the right to require the contractor to mow more than once any locations during any one mowing cycle as directed by the Engineer. The price per additional acre mowed shall remain the same as that bid for the current year. The contractor shall not be compensated if the additional mowing was the result of corrective action for an initially unacceptable mowing location.

The contractor shall contact the South District Maintenance Engineer prior to starting work on each mowing cycle for authorization to begin work on that cycle.

Each Mowing Cycle shall commence upon approval from the South District Maintenance Engineer and shall be completed prior to the dates specified below of each year the contract is in effect. All mowing cycles shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way.

1st Mowing Cycle	**May 23**
2nd Mowing Cycle	**June 27**
3rd Mowing Cycle	**August 22**
4th Mowing Cycle	**October 31**

LOCATION OF WORK:

All mowing shall be conducted on rural 2-lane roads, as listed under "LOCATIONS."

WORKING DAYS:

The contractor shall not conduct mowing operations on Sundays or official Holidays unless approved in writing by the District Engineer. No mowing will be conducted after sunset or before sunrise, without the express and written permission of the District Engineer or his designee.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible to remove litter and debris from the mowing area that would impede the actual movement or operations of mowing equipment or which creates a hazard to the motoring public or adjacent properties. The Contractor shall be responsible for disposal of any litter or debris removed. Payment for removal and disposal of litter and debris is incidental to "Mowing" item.

The contractor shall be responsible for all damages to private or public property incurred as a result of mowing operations. No claims are to be made by the contractor against the Department for any damages to his equipment.

The contractor shall be responsible to repair damaged turf areas caused by his mowing operations. Ruts, tire tracks and other disturbed areas shall be filled with approved topsoil and reseeded in accordance with the Standard Specifications. Scalped areas shall be reseeded in accordance with the Standard Specifications.

The contractor shall mow on the right side of the roadway in each direction with the flow of traffic, as much as practicable.

Grading of roads or road/shoulder repair activity which impedes or prevents mowing or which could result in damage to mowing equipment shall be brought to the attention of the South District Engineer for remedial action.

INSURANCE:

The contractor, at his own expense, shall carry the following coverage, as a minimum:

> Automobile Liability Coverage-The minimum limits of liability shall be $250,000 per person and $500,000 per occurrence of bodily injury and $100,000 per occurrence of property damage. In the event a combined Single Limit Policy is in force, a limit of liability of $500,000 will be deemed to meet this requirement.
>
> General Liability Coverage-The minimum limits of liability shall be $300,000 bodily injury and $100,000 property damage. A combined single limit of $400,000 meets the requirement.
>
> Worker's Compensation-Statutory limits with $100,000 limit of liability for Employer's liability.

LIABILITY:

The State of Delaware, Department of Transportation shall be an additional named insured to the extent that it is liable for the conduct of the Contractor.

The Contractor shall furnish proof of such coverage to the Department and the Contractor shall save harmless the State of Delaware, the Department, its employees and/or agents as a result of operations performed under this agreement. The Contractor shall furnish proof of insurance with the execution of this contract. Proof of insurance for the final two years of this contract should be sent to the following address:

Department of Transportation
Division of Highways
Post Office Box 778
Dover, Delaware 19903

and labeled:

"Proof of Insurance: Contract No. DOT1404-MOWING_SAREA4."

LIQUIDATED DAMAGES:

Failure to complete each mowing cycle in a satisfactory manner prior to the completion dates as stipulated under "MOWING CYCLE" shall be cause for assessment of liquidated damages in accordance with Section 108.09 of the Standard Specifications. Failure to complete a mowing cycle in a timely manner shall in no way alleviate the contractor from his responsibility to complete subsequent scheduled mowing cycles as stipulated.

These liquidated damages shall be deducted from any payment due the contractor.

PRICES QUOTED:

The prices quoted are that for which the services will be furnished and shall include all charges that may be imposed during the life of the contract.

BASIS OF AWARD:

Award of this contract shall be based on the acceptable low bid submitted. The Department reserves the right to reject any or all bids beyond the limits of the estimated cost of the mowing contained in the proposal or bids when the contractor does not have adequate means to complete the work satisfactorily.

METHOD OF MEASUREMENT:

Method of measurement shall be based on the actual number of acres of mowing as contained in these Special Provisions and as described under "Mowing Cycle", which shall be binding. There shall be no modifications to the quantities listed in the Proposal. It shall be the bidder's responsibility to reflect this condition in the bid as submitted.

BASIS OF PAYMENT:

Measured as provided herein, the acres of mowing will be paid for at the contract unit price bid per acre for mowing, which price and payment shall be full compensation for mowing, mobilization, maintenance of traffic, signs, all labor, equipment and incidentals necessary to complete the work.

Payment for performance and payment bond shall be apportioned equally over the three (3) year contract. Payment will be made in conjunction with the payment for the Spring Mowing Cycle as detailed in these provisions. If the Department elects to extend the contract, the performance and payment bond shall not be paid again. The department reserves the right to increase or decrease the acreage listed in this contract.

PREAWARD EQUIPMENT/PERSONNEL DEMONSTRATION:

Prior to award of the contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and demonstrate to the satisfaction of the maintenance engineer, the maintenance superintendent, or District personnel that his equipment and personnel meet the contract specifications.

FUNDING:

Work included in this proposal for years 2 and 3 is dependent on the passage of legislation for the upcoming Fiscal Year(s). It is the intent of the Department to award this Contract prior to the passage of the legislation with funding for years 2 and 3.

"Notice to Proceed" for the Contract will be issued at such time as the Legislature approves funding for years 2 and 3. No work shall be started prior to receipt of "Notice to Proceed". It is to be understood that the contract may be terminated prior to issuance of the "Notice to Proceed". If the Contract is so terminated, all costs incurred by the contractor shall be borne by the contractor. If the Contract is terminated for reasons beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications will apply.

WORK SCHEDULE:

Prior to beginning work and each Wednesday thereafter during subsequent mowing cycles, the contractor shall supply the District Engineer with a work schedule listing the order in which he plans to mow the various roads as listed under "LOCATIONS," together with an approximate time schedule, until each cycle is completed.

LIMITS OF RIGHT OF WAY:

Any questions regarding the limits of the right of way shall be referred to the District Maintenance Engineer or his designee.

CONSTRUCTION AREAS

Areas which come under construction during the life of this contract shall be removed from the contract and payment reduced by the contract bid price per acre for the duration of the construction. Areas to be removed shall be as determined by the Engineer or his designee.

"OZONE ACTION DAY" NOTIFICATION AND PROCEDURE

When notified by the Department that the following day has been designated as an “Ozone Action Day”, mowing or related work utilizing fossil fuel powered engines may be eliminated or restricted at the direction of the Department. The Contractor shall be notified by the district Engineer via telephone and/or facsimile transmission (FAX) prior to 4:30 PM of the day prior to the designated “Ozone Action Day”. Mowing cycle completion dates shall be adjusted by an equal number of days, or portion per day, per mowing cycle affected, in numbers equal to the number of days for which mowing is not permitted or is restricted due to “Ozone Action Day” restrictions.

ROADSIDE MOWING, AREA 4, SOUTH DISTRICT, 2014-2016

DOT1404-MOWING_SAREA4

Item List

Work Description: Supply of all materials, equipment and labor to mow vegetation on roadsides on various roads in Area 4, South District, Sussex County. Total area to be mowed shall be based on a total of 1503.23 acres per year, assuming 4 cuts per year, for the three year contract.

Item No.	**Description**	**Unit**	**Qty**		
736502	2014 Mowing	ACRE	1503.23		
763563	Performance & Payment Bond	LS	1		
736502	2015 Mowing	ACRE	1503.23		
736502	2016 Mowing	ACRE	1503.23		
3 YEAR	**Contract Total**				

BID PROPOSAL FORMS

CONTRACT DOT1404-MOWING_SAREA4

CANNOT BE USED FOR BIDDING

CONTRACT ID: DOT1404-MOWING_SAREA4 PROJECT(S): DOT1404-MOWING_SAREA4

All figures must be typewritten or handwritten in ink.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 MOWING SOUTH FY, 2014-2016					
0010	736502 MOWING FY2014	1503.230 ACRE				
0020	736502 MOWING FY2015	1503.230 ACRE				
0030	736502 MOWING FY2016	1503.230 ACRE				
0040	763563 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CANNOT BE USED FOR BIDDING

CERTIFICATION

Contract No. DOT1404-MOWING SAREA4

The undersigned bidder, _____ whose address is _____ and telephone number is _____ hereby certifies the following:

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

Accompanying this proposal is a surety bond or a security of the bidder assigned to the Department of Transportation, for at least ten (10) percentum of total amount of the proposal, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department of Transportation, under the conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date	No.	Date	No.	Date	No.	Date	No.	Date

(BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA.)

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Sealed and dated this ____ day of _____ in the year of our Lord two thousand and _____ (20__).

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20___.

Notary Seal

_____
Notary

BID BOND
TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That:_____ _____of_____ in the County of _____and State of _____ _____ as **Principal**, and _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____) of amount of bid on Contract No. DOT1404-MOWING SAREA4 , to be paid to the **State** for the use and benefit of its Department of Transportation ("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal** who has submitted to the **DelDOT** a certain proposal to enter into this contract for the furnishing of certain materiel and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved by the **DelDOT**, this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20__).

SEALED, AND DELIVERED IN THE presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of **Surety**

Witness:_____

By: _____

_____
Title

CANNOT BE USED FOR BIDDING